

NOTE: Penalties claimed for lack of heat, air conditioning, hot water, etc., or because of noise as defined in (9) above, must be recorded on an eight (8) hour basis with the Ship's Master or other proper department head. Dates, time of reporting and temperatures involved should be made part of such record.

SECTION 44. MEAL HOURS, RELIEVING FOR MEALS. The meal hours for the Unlicensed Personnel employed in the Deck and Engine Departments shall be as follows:

Breakfast	7:30 a.m. to 8:30 a.m.
Dinner	11:30 a.m. to 12:30 p.m.
Supper	5:00 p.m. to 6:00 p.m.

- (a) At sea or in port, the 4 to 8 watch shall relieve itself for supper.
 - (b) The 12 to 4 watch on sailing day is to be knocked off at 11:00 a.m. in order to eat at 11:30 a.m. and to be ready to go on watch at 12 noon.
 - (c) These hours may be varied, but such variations shall not exceed one (1) hour either way, provided that one (1) unbroken hour shall be allowed at all times for dinner and supper when vessel is in port. However, it is the intent of the parties that every effort should be made to allow crewmembers to receive their full unbroken meal hour.
 - (d) When the crew is called to work overtime before breakfast and work continues after 7:30 a.m., a full hour shall be allowed for breakfast, and if breakfast is not served by 8:00 a.m., overtime shall continue straight through until breakfast is served.
 - (e) If one (1) unbroken hour is not given, the men involved shall receive one (1) hour's compensation at the Penalty Rate in lieu thereof.
- When men off duty are working on overtime at sea or in port, they shall be allowed (1) one unbroken hour for meals. It is the intent of the parties that every effort shall be made to allow crewmembers their unbroken meal hour.
- All penalty meal hours shall be paid at the applicable Penalty Rate, however, the penalty rate shall not apply if overtime is paid.

SECTION 45. MIDNIGHT LUNCH. (a) If the crew works as late as 9:00 p.m., coffee and night lunch shall be provided. If work continues after 9:00 p.m., fifteen (15) minutes shall be allowed for the coffee and night lunch, which time shall be included as overtime.

- (b) If the crew starts work at or before 9:00 p.m. and works continuous overtime until midnight, the men shall be provided with a hot lunch at midnight. If the work continues after midnight, one (1) unbroken hour shall be allowed for such hot lunch. However, it is the intent of the parties that every effort should be made to allow crewmembers to receive their full unbroken meal hour.
- If the crew is broken out after 9:00 p.m. and works continuously for three (3) hours, a hot lunch shall be provided at the expiration of the three (3) hours if the work is to be continued. Otherwise, a night lunch shall be provided. However, it is the intent of the parties that every effort should be made to allow crewmembers to receive their full unbroken meal hour.

(d) If the crew works as late as 3:00 a.m., coffee and night lunch shall be provided, and if work continues after 3:00 a.m., fifteen (15) minutes shall be allowed for coffee and night lunch, which time shall be included as overtime.

(e) If the crew works as late as 6:00 a.m., coffee shall be provided, and if work continues after 6:00 a.m., fifteen (15) minutes shall be allowed for coffee, which time shall be included as overtime.

(f) When a vessel is scheduled to depart at midnight, the midnight lunch hour may be shifted one (1) hour either way.

(g) In the event the midnight lunch is not served, the men involved shall be paid the supper meal allowance in addition to the overtime provided for in paragraphs (b) and (c) above.

(g) When the midnight lunch is to be served to five (5) men, one (1) cook shall perform the work. When from six (6) to ten (10) men are involved, one (1) cook and one (1) messman shall do the work. When more than ten (10) are involved, one (1) cook and two (2) messmen shall perform the work.

SECTION 46. COFFEE TIME. (a) All hands shall be allowed fifteen (15) minutes for coffee at 10:00 a.m. and 3:00 p.m., or at a convenient time near those hours.

(b) When the crew is entitled to the thirty (30) minutes readiness period under Article II, Section 22, coffee shall be made by the watch or watchman and be ready at the time of calling, and allowed during the thirty (30) minutes of readiness period.

SECTION 47. CREW'S QUARTERS. All quarters assigned for the use of the Unlicensed Personnel are to be kept free from vermin insofar as possible. This is to be accomplished through the use of extermination facilities provided by the Company, or fumigating the quarters every six (6) months with gas.

SECTION 48. CLEANLINESS OF QUARTERS. The Unlicensed Personnel shall cooperate to the fullest in order to keep their respective living quarters clean and tidy at all times. In the event the crew's quarters are not cleaned in accordance with the SIU standards, and this is brought to the attention of the patrolman prior to payoff, then it is the duty of the patrolman to see that these quarters are cleaned by the crew members who live in the said quarters and to see that they are cleaned before paying off the ship.

SECTION 49. CREW EQUIPMENT. The following items shall be supplied the Unlicensed Personnel employed on board vessels of the Company:

1. A suitable number of blankets.
2. Bedding consisting of two white sheets, one spread, two white pillow slips, which shall be changed weekly.
3. One face towel and one bath towel which shall be changed twice weekly.
4. One cake of face soap with each towel change.
5. Suitable mattresses and pillows shall be furnished. As mattresses wear out they shall be replaced.
6. All dishes provided for the use of Unlicensed Personnel shall be crockery.
7. Laundry detergent and one cake of Lava soap or other suitable hand cleaner weekly.
8. Cots shall be supplied to the Unlicensed Personnel while in the tropics, except on fully air-conditioned vessels.
9. Two twelve-inch fans shall be furnished in forecastles occupied by two or more Unlicensed Personnel, and one sixteen-inch fan in all forecastles occupied by one member of the Unlicensed Personnel. This shall not apply to air-conditioned vessels.

Any member willfully damaging or destroying linen shall be held accountable for same. When full linen is not issued, men shall receive one (1) hour overtime at their respective Overtime Rate as specified in Article II, Section 21 (b) each week for washing their own linen. The Steward shall not issue clean linen to any individual crew member until such member has turned in his soiled linen.

SECTION 50. VENTILATION. All quarters assigned to the Unlicensed Personnel and all messrooms provided for their use shall be adequately screened and ventilated, and a sufficient number of fans to secure ventilation shall be provided.

SECTION 51. MESSROOM. Each vessel shall be furnished with a messroom for the accommodation of the crew, such messroom or messrooms to be in each case so constructed as to afford sitting room for all and to be so situated as to afford full protection from the weather and from heat and odors arising from the vessel's engine room, fireroom, holds and toilets.

SECTION 52. WASHROOMS. Adequate washrooms and lavatories shall be made available for the Unlicensed Personnel of each department, to be equipped with a sufficient number of hot and cold fresh water showers.

SECTION 53. LOCKERS. A sufficient number of lockers shall be provided so that each employee shall have one (1) locker of full length wherever space permits, with sufficient space to stow a reasonable amount of gear and personal effects.

SECTION 54. UNIFORMS. When uniforms are required to be worn by Unlicensed Personnel aboard any vessel, they shall be provided at the company's expense. Uniforms may only be required during working hours or while in port in common spaces.

SECTION 55. ELECTRIC REFRIGERATOR, ELECTRIC WASHING MACHINE AND ELECTRIC CLOTHES DRYER. Electric washing machines and dryers and a refrigerator shall be furnished for use of the Unlicensed Personnel on all vessels. On vessels presently without clothes dryers, preparations will be made for installation upon arrival at the port where suitable dryers are available,

provided the above mentioned conditions are met. The location of these items shall be determined by the Company. Any necessary repairs requiring replacement parts may be withheld until the vessel arrives at a port where parts are available.

SECTION 56. JURY AND PORTAL TOILETS. When necessary, jury toilets shall be rigged in an area most suitable to comply with proper sanitary standards.

When portal toilets are required, those ratings normally assigned to sanitary duties such as wiper, ordinary seaman, messman may be required to mop and provide the sanitary supplies for such units during routine hours without the payment of overtime. However, any work involving removal or replacement of the tanks shall be paid at the applicable overtime rate. The proper department head shall determine the need for tank changes in keeping with proper sanitary standards.

SECTION 57. TRANSPORTATION AND PAYING OFF PROCEDURE.

1. (a) Vessels on foreign voyages shall be signed on for one (1) voyage for a term of time not exceeding twelve (12) calendar months. If a replacement is available, seamen on all vessels on foreign Articles that remain outside the Continental United States for a period in excess of six (6) months shall have the option of requesting transportation upon having attained six (6) months employment aboard the vessel unless the vessel is scheduled to depart to the Continental United States within ten (10) days after arrival at the next port of call. This provision shall not apply to vessels waiting to load or loading cargo in Persian Gulf ports. Under such circumstances, the seamen shall be paid off, if requested, at the next discharge port if a replacement is available. This provision applies only to seamen joining and/or dispatched from a vessel in the Continental United States, Hawaii, Puerto Rico, Alaska and/or the U.S. Virgin Islands. Companies operating vessels in shuttle service shall have the option of terminating Articles after six (6) months.

(b) It is also agreed that, except as provided herein, economy class air transportation shall be provided to only those men who leave the vessel and who have completed their assigned contractual tour of duty. Wages and subsistence to port of original engagement in the United States will be paid for international air travel in excess of five (5) hours.

(c) Transportation will not be payable if the vessel departs from the final port of discharge within ten (10) days after inbound cargo is completely discharged or within ten (10) days after the completion of the assigned tour of duty to return to the port of engagement.

(d) Except as provided herein, transportation shall be paid to all crew members upon completion of their assigned tours of duty.

(e) Transportation as provided herein shall not apply when the arrival at the first port is for the purpose of securing additional bunkers, stores or making emergency repairs of not more than seven (7) days duration, Articles or the tour of duty shall continue until the vessel can proceed to another Continental United States port.

2. Notwithstanding any other provision of the Agreement, any member of the Unlicensed Personnel will be allowed to pay off the vessel in any port in the Continental United States, Hawaii, Guam, or Puerto Rico upon seventy-two (72) hours notice to the Master prior to the scheduled sailing of the vessel.

The Master shall be allowed to discharge any member of the Unlicensed Personnel as circumstances permit upon twenty-four (24) hours notice. If the seaman exercises his right to be paid off, as provided for in this subsection, transportation provisions shall not be applicable. If the Master exercises his right to discharge a seaman as provided for in this paragraph, transportation provisions shall be applicable except for discharges due to:

- a. Drunkenness or use of alcohol.
- b. Use, possession or sale of narcotics or controlled substances.
- c. Use or possession of dangerous weapons or substances.
- d. Physical assault.
- e. Malicious destruction of property.
- f. Gross Misconduct.

Should the Union object to the discharge, the matter shall be handled in accordance with grievance procedure.

3. Applicable operations regulations shall be effective on G.A.A. vessels.

4. When air transportation is payable, at the termination of employment, a minimum of ten dollars (\$10.00) shall be paid to the crew member to cover transportation to the airport. Upon submission of bonafide receipts, crew members shall be reimbursed for reasonable travel expenses above the ten dollar minimum.

5. The original port of engagement as used herein shall mean the port in the Continental United States, Hawaii or Puerto Rico from which the crew member was dispatched by the Union.

6. On vessels where the crew is employed by or on contract to the Federal Government, MAC transportation, when provided, shall be acceptable.

7. The Company or its designated agents shall provide the Union's Manpower Office via email (Manpower@seafarers.org) with seventy-two (72) hours notice of a scheduled pay off in port or a notice of arrival seventy-two (72) hours prior to arrival in the first U.S. domestic port, including Guam, Hawaii and Puerto Rico after a payoff at sea.

8. Seamen accepting transportation to join a vessel who fail to complete the tour of duty for which they were hired shall be subject to the disciplinary procedures specified in Rule 8A, sub-section 11 of the Shipping Rules.

9. Seaman shall be required to remain on board until such time as they are properly relieved, unless given written authorization to depart by the Captain.

10. It is also agreed that for domestic voyages, except as provided herein, economy class air transportation or cash equivalent shall be provided to only those men who leave the vessel and who have completed their assigned contractual tour of duty.

11. In ports close together such as, but not limited to, New York to Philadelphia, Seattle to Longview, Jacksonville to Charleston or New Orleans to Baton Rouge or vice versa, bus or rail transportation may be used as mutually agreed to by the Union and Company.

SECTION 58. RETURN TO PORT OF ENGAGEMENT. (a) In the event a ship of the Company is sold, interned, lost, laid up, run aground or is stranded and the Unlicensed Personnel is required to leave the vessel by reason thereof, the crew shall be given transportation back to the port of engagement with subsistence, room and wages, at the time of payoff, as per Article II, Section 59, of this Agreement. When room and subsistence is not furnished aboard the vessel, room and meal allowance will be paid as prescribed in Article II, Section 43, until the Unlicensed Personnel is furnished repatriation by train, vessel or commercially operated airplanes, equivalent to the equipment of a regularly scheduled airline, or in the event such airplane transportation is not equivalent to a regularly scheduled airline, they shall be paid the difference in cash.

(b) The port of engagement of the seaman is the port in the Continental United States, Hawaii or Puerto Rico from which the crew member was first dispatched by the Union.

(c) When a seaman is entitled to transportation under this Section, he shall receive available economy class air transportation including taxi to his port of engagement. However, if the crew is terminated in a foreign port, they shall be repatriated by the available economy class air transportation. If the vessel lays up in a port outside the area where the seaman originally joined the vessel, he shall be entitled to one (1) day's pay and the meal allowance prescribed in Article II, Section 43, in addition to his transportation. When air transportation is payable, at the termination of employment, ten dollars (\$10.00) shall be paid to the crew member to cover transportation to the airport. In ports close together such as, but not limited to, New York to Philadelphia, Seattle to Longview, or New Orleans to Baton Rouge or vice versa, bus or rail transportation may be used as mutually agreed to by the Union and Company representatives at the payoff.

(d) On vessels where the Unlicensed Personnel are not properly advised in writing prior to the signing of Articles that the vessel is to be sold, transferred or scrapped, the Company shall be responsible for any excess baggage charges incurred in repatriation for the seaman's personal gear and tools normally used in the performance of his duties. Personal gear shall not include musical instruments, hi-fi or T.V. sets, radios and souvenirs acquired during the voyage.

(e) The Company shall provide to the Union on the thirtieth (30th) day of every month, or as soon as practical thereafter, verification of employment for each of the Unlicensed crew members leaving the ship, indicating their date of hire and date of termination.

SECTION 59. TRAVELING. Members of the Union, when transported by the Company during the course of their employment, shall be provided with economy class air travel. Where meals are not provided by the carrier, subsistence shall be paid as per Article II, Section 43. When traveling by ship is involved, men shall be provided with second class transportation.

Prior to dispatching personnel to a vessel where transportation is involved, all arrangements regarding transportation are to be resolved by the Union and the Company or its designated Agents.

SECTION 60. VESSEL IN IDLE STATUS. When a vessel is inactive in a United States port for any reason for a period of seven (7) days or less, the Unlicensed Personnel shall be kept on board at the regular monthly rate of pay. However, when it is expected that said vessel will be idle for a period in excess of seven (7) days, the Unlicensed Personnel may be reduced on arrival. Should the vessel resume service within seven (7) days, the vessel's Unlicensed Personnel who return to the vessel shall receive wages, room and meal allowances for the period for which they were laid off.

The above notwithstanding, the Company may, at its option, lay off the crew for periods of less than seven (7) days. However, if this option is exercised, in addition to the air transportation back to their original port, the Unlicensed Personnel shall also receive air transportation back to the vessel if they are entitled, pursuant to the Shipping Rules, to reclaim their job when the vessel is reactivated.

SECTION 61. FULL COMPLEMENT WHILE CARGO IS BEING WORKED. A full complement of Unlicensed Personnel shall be maintained aboard vessel at all times cargo is being worked.

The Company shall be in compliance with this section when there is less than a full complement, Saturdays, Sundays and on Holidays, due to voluntary termination or discharge for cause or absence of members of the Unlicensed Personnel who should have normally been on duty. Likewise, compliance shall be in effect when there is less than a full complement aboard due to a condition arising as the result of a marine casualty.

SECTION 62. MANNING SCALE. It is agreed and understood that the present manning scale carried on the Company's vessel shall not be changed unless such changes are mutually agreed to by both the Union and the Company. It is mutually agreed that if the Company makes any change in the manning scale of Licensed Personnel either from the initial complement on a newly built or acquired vessel or from the present complement on vessels owned and/or operated by the Company on the date of this contract, the Union has the right to negotiate concerning any effect that such change may have on the Unlicensed Personnel.

SECTION 63. INTERNATIONAL DATE LINE. If a vessel crosses the International Date Line from east to west, and a Saturday, Sunday or Holiday is lost, all day workers shall observe the following Monday or the day following a Holiday. Watchstanders will be paid overtime in accordance with the principle of Saturday and Sunday overtime at sea. If the Sunday which is lost is also a Holiday, or if the following Monday is a Holiday, then the following Monday and Tuesday shall be observed.

However, in crossing the International Date Line from west to east, if an extra Saturday, Sunday or Holiday is picked up, only one of such Saturdays, Sundays or Holidays shall be observed and all Unlicensed Personnel will be required to work without overtime on the so-called second Saturday, Sunday or Holiday, provided that if Sunday is also a Holiday, the Sunday which is picked up shall be observed as such Holiday.

SECTION 64. NEW EQUIPMENT NOT CARRIED AT PRESENT, NEW CONSTRUCTION AND RECONVERSION. In the event the Company is to build new ships, acquire new ships or convert old ships, it is agreed that prior to the commencement of construction or conversion, the Union and the Company shall meet to negotiate manning scales, quarters, recreational facilities and all equipment and provisions to be furnished for, or used by, the Unlicensed Personnel.

In the event the Company should install new or different equipment than that presently in use and covered by this Agreement, the Company and the Union shall meet immediately to negotiate working rules to cover such vessel or equipment.

SECTION 65. CALENDAR DAY. For the purpose of this Agreement, the calendar day shall be from midnight to midnight.

SECTION 66. WAR ZONE. In case any vessel of the Company traverses waters adjacent to or in the proximity of a declared or undeclared war or a state of hostilities, it is hereby agreed that a petition on the part of the Union for the opening of negotiations for added remuneration, bonuses and/or insurances, shall in no way be deemed cause for the termination of this Agreement.

SECTION 67. COPIES OF AGREEMENTS TO BE FURNISHED. Copies of this Agreement shall be furnished to the Master, Chief Engineer, Ship's Committee and all Unlicensed Personnel, when available and requested.

SECTION 68. LOGGING. Where the Master exercises his prerogative under maritime law by logging a man for missing his regular work or watch, he shall not log the man more than one (1) day for one (1) day. This section shall not be deemed to prejudice the authority of the Master, or the requirements of obedience of the Unlicensed Personnel, described elsewhere in this contract, except as specifically herein provided.

SECTION 69. RETURN OF DECEASED SEAMAN. If a seaman dies at any time during the voyage, the Company shall so notify the next of kin as designated on the shipping Articles. In the event a seaman dies in a port not in the Continental United States, or if he dies at sea and his body is delivered to a port not in the Continental United States, in which port facilities for preservation of the body for shipment and burial are available, and there are no legal restrictions contrary thereto, if the said next of kin requests the return of the body and agrees to assume responsibility for the body at the port of engagement, the Company shall defray the total cost of preserving and returning the body to the original port of engagement.

SECTION 70. TIME OFF - FREIGHT VESSELS. (a) Upon completion of a foreign, nearby foreign, intercoastal or coastwise voyage, all of the assigned Unlicensed Personnel who will remain on board and make the next voyage shall, upon request have time off (not to exceed eight (8) working hours) in the payoff port or such other ports as may be mutually agreed upon between the Master and the crew member. The voyage shall commence at the time of signing of Articles and continue until Articles are terminated. This time off need not be granted more often than once in each thirty (30) day period.

It is understood that the Company is obligated to provide replacements for those relieved if necessary to maintain proper safety standards and services, and if the vessel is in a port where the Union maintains a hiring hall and qualified personnel are available. It is further understood that the number of replacements is within the complete discretion of the Company. Such replacements are to be paid at existing standby rates and shall be governed by the work rules defined in Article II, Section 31. Companies with Shore Gangs may provide necessary replacements from the Shore Gang. This provision shall not be applicable during regulatory inspections.

1. If a man selects a port for time off where it is impossible to grant eight (8) hours off, he only gets what is available and no accumulation is carried forward.

2. If members of the Steward Department are off while the vessel is not feeding, no overtime is payable to them.

3. In the Deck Department, those accepting time off under this Section shall not be required to report for shifting of ship during time off or during their watch below.

4. Alternation of time off may be applied in the Deck Department provided the vessel's stay in port is long enough to comply with the intent of the time off Section.

5. Where the seaman does not receive his day off as required above, he shall receive one (1) day's pay in lieu thereof. If he receives only four (4) hours or less of his time off, he shall receive one-half (1/2) day's pay in lieu thereof. This clause shall not apply where the seaman has accepted overtime in lieu of time off nor when time off was offered by the Company and refused.

6. Qualified day workers may be required to relieve watchstanders for purposes of time off. They shall be paid at their respective Overtime Rates after 5:00 p.m. and before 8:00 a.m., Monday through Friday, and at their Overtime Rates on Saturdays, Sundays and Holidays.

7. The penalties defined in Item 5 above shall not be applicable for the current voyage if the vessel lays up in the port of payoff.

(b) As circumstances permit, on all vessels which are shuttling, all Unlicensed Personnel who will remain on board shall be entitled to time off (not to exceed eight (8) hours) upon completion of each sixty (60) days of continuous employment in such port as is mutually agreed upon between the Master and the crew member. The voyage shall commence upon the signing of the Articles and continue until the Articles are terminated. When the seaman does not receive the day(s) off as required above, he shall receive one (1) day's pay for each day or days in lieu thereof. If he receives only four (4) hours or less of his time off, he shall receive one-half (1/2) day's pay in lieu thereof. The receipt of payment in lieu of day(s) off shall be contingent upon the seaman's completion of the Articles.

SECTION 71. AWNINGS AND COTS. All freightships, except those on regular North Atlantic runs and Alaska coastwise runs, shall be provided with awnings aft, with the exception of vessels equipped

with facilities on deck of the same nature. On fully air-conditioned vessels, there shall be no requirements for the issuance of cots or the installation of awnings.

SECTION 72. TELEVISION SETS AND T.V. CASSETTE SYSTEMS. (a) The Company shall provide a television set for the Unlicensed Personnel on all vessels covered by this Agreement.

(b) Such television set shall be a nationally known brand with no less than a 19-inch color screen. The maintenance and repair of these sets including the antennae shall be the responsibility of the Company. The Company shall not be responsible for damage caused by the improper acts of any Unlicensed crew member.

(c) A T.V. cassette system using one-half (1/2) inch tapes or an appropriate DVD palayer shall be installed aboard all vessels for the exclusive use of the Unlicensed Personnel.

Maintenance, repair and providing tapes shall be the responsibility of the Company. However, they shall not be responsible for damage caused by improper acts of the Unlicensed Personnel.

SECTION 73. CREW'S WAGES. Unlicensed Personnel will be paid on a day for day basis on all contracted vessels, regardless of the type of voyage.

SECTION 74. CREW MAIL. The Company agrees that it will forward by first-class mail all first-class letters addressed to crew members sent to offices of the Company, provided they bear the name of the vessel on which the Unlicensed seaman is serving. If available, the Company agrees that unlicensed personnel serving aboard the vessel shall be provided access to send and receive E-mail in accordance with the rules and regulations set forth in the company's policies and procedures.

SECTION 75. VESSEL COMMUNICATION. The Company shall notify the Union Headquarters by telephone and telegram any time a vessel fails to communicate with the Company within any seventy-two (72) hour period.

SECTION 76. SMOKING REGULATIONS. Smoking is prohibited except in designated smoking areas. The designation of smoking areas shall be Company policy; however, the crew lounge, and crew dining areas shall remain smoke-free.

SECTION 77. PYRAMIDING OF OVERTIME. There shall be no duplication or pyramiding of overtime except where specifically provided for.

ARTICLE III**DECK DEPARTMENT**

SECTION 1. WAGES. The monthly rate of pay for the Unlicensed Personnel in the Deck Department, when the respective ratings are carried, shall be as follows:

WAGES

Deck Department	Effect. 7/1/06	Effect. 7/1/07	Effect. 7/1/08	Effect. 7/1/09	Effect. 7/1/10
Boatswain	3881.96	3998.42	4118.37	4283.10	4454.43
Carpenter	3158.92	3253.69	3351.30	3485.35	3624.76
Carpenter Maintenance	3158.92	3253.69	3351.30	3485.35	3624.76
A.B. Maintenance	2919.22	3006.80	3097.00	3220.88	3349.72
Quartermaster	2753.33	2835.93	2921.00	3037.84	3159.36
Able Seaman (Green)	2614.03	2692.45	2773.22	2884.15	2999.51
Able Seaman (Blue)	2431.65	2504.60	2579.74	2682.93	2790.24
O.S. Maintenance	2184.05	2249.58	2317.06	2409.75	2506.14
Ordinary Seaman	2043.32	2104.61	2167.75	2254.46	2344.64

When the Carpenter or Carpenter Maintenance is required, in writing by the Company, to furnish his own tools, he shall be paid twenty dollars (\$20.00) in addition to his base wage.

SECTION 2. DIVISION OF OVERTIME. All overtime shall be divided as equally as possible among the members of the Deck Crew. However, specialized work requiring special skills shall not be included in this provision. This rule shall not apply to those men who do not make themselves available to work overtime. In any event, the Boatswain shall be allowed to make as many hours overtime as the high man's overtime hours in the Deck Department, except where such overtime has been paid for routine sea watches. The Boatswain shall have the right to stand weekend gangway watch in turn with the rest of the Deck Department. If he fails to exercise such right he has no claim for high man's overtime.

On vessels carrying the specific rating of "Quartermaster," whose routine duties include the standing of gangway watches; the Boatswain or any other Unlicensed Deck Department member shall not be required to stand gangway watches where "Quartermasters" are available for such assignment. If the Boatswain is required to work with and supervise the watch on deck, Saturdays, Sundays or Holidays, for which the watch on deck receives additional overtime, he shall receive the same amount of overtime per hour as paid to a member of the watch on deck or his Overtime Rate, whichever is higher.

SECTION 3. DIVISION OF WATCHES. (a) The sailors while at sea shall be divided into three (3) watches which shall be kept on duty successively for the performance of ordinary work incidental to the sailing and maintenance of the vessel.

(b) Except where mutually agreed between the Union and the Company, not less than three (3) seamen shall constitute a complete sea watch at all times. When the watch complement is not in compliance with the vessel's U.S. Coast Guard certification, the wages of the missing watchstander shall be paid to the Unlicensed Personnel who perform the duties of the missing man unless the watch conforms to the U.S. Coast Guard certification by assigning qualified day workers or crew members from other watches to fill the shortage.

(c) When the watch below is called out to work, they shall be paid overtime for such work at the rates specified in the Agreement except for such work as defined in Article II, Section 18.

SECTION 4. BOATSWAIN OR CARPENTER STANDING WATCH. (a) If the Boatswain or Carpenter is required to stand watch due to a shortage of men, such watches stood between the hours of 5:00 p.m. and 8:00 a.m., Monday through Friday, and from midnight to midnight on Saturdays, Sundays or Holidays, shall be paid for at their applicable rate. However, all such watches shall be in addition to their regular duties as Boatswain or Carpenter. In such cases, there shall be no division of wages except as provided for in Section 3 (b) above.

(b) An A.B. Maintenance may be required to replace any Unlicensed member of the Deck Department when said member is sick or missing, without the payment of overtime, Monday through Friday.

(c) On vessels where the Bosun is listed on the manning scale as a Bosun/O.S. or Bosun/A.B., he shall be assigned to the 8 to 12 watch. On Monday through Friday, he shall be paid a minimum of two (2) hours overtime at the regular Overtime Rate between the hours of 1:00 p.m. and 5:00 p.m. for supervising and/or working with the watch on deck. If the work involved requires payment of a higher rate of overtime, such rate shall be applicable.

Bosun/Watchstanders shall be assigned to work with the watch below at all times. At such time a qualified member of the watch below will be assigned to perform the routine watch duties of the Bosun.

SECTION 5. SETTING WATCHES. Sea watches shall be set not later than noon on sailing day. When the vessel sails before noon, watches shall be set when all lines are on board and vessel is all clear of the dock.

SECTION 6. BREAKING WATCHES AND WORK IN PORT. (a) In all ports, watches shall be broken except in those ports where stay of vessel will not exceed twenty-four (24) hours, then watches shall run consecutively.

Any part of a sea watch from midnight until 8:00 a.m. on day of arrival, shall constitute a complete watch. This shall not apply to men required for gangway watch. When arrival occurs on a Saturday, Sunday or Holiday, overtime shall only be paid for hours actually worked on such watch.

(b) In port, when sea watches are broken, the hours of labor shall be from 8:00 a.m. to 12 noon and 1:00 p.m. to 5:00 p.m., Monday through Friday. No additional compensation shall be paid for standing routine gangway watches, security watches and routine sea watches in port, except when stood in excess of eight (8) hours, Monday through Friday and on Saturdays, Sundays and Holidays.

(c) On containerhips, maintenance and repair on stacking frames shall be routine work for the Deck Department. On LASH vessels, maintenance of the lighters shall be routine for the Deck Department.

(d) On Ro Ro class vessels, it shall be the routine duty of the Deck Department to rig and un-rig all ramps leading from the vessel to the dock.

SECTION 7. MEN STANDING SEA WATCHES. (a) Men standing sea watches shall be paid overtime at the applicable rate for Saturday, Sunday and Holiday watches for all work in excess of eight (8) hours between midnight and midnight each day. No work except for the safe navigation of the vessel is to be done after 5:00 p.m. and before 8:00 a.m., Monday through Friday, and on Saturdays, Sundays and Holidays without the payment of overtime.

(b) Except as otherwise specifically provided, if a man standing regular watch at sea or in port on Saturdays, Sundays and Holidays is required to do work other than routine work for the safe navigation of the vessel, they shall be paid at the rates specified in Article II, Section 21 (b), Penalty Rates.

With the following exceptions:

1. Routine work for the safe navigation of the vessel.
2. Cleaning quarters.
3. Docking and undocking.

(c) If a man standing sea watches on Saturdays, Sundays or Holidays is required to handle explosives, clean holds, do longshore work, work ballast, do carpenter work, secure cargo, lay dunnage, handle mail or baggage, handle stores, use paint spray guns or sand-blasting equipment, tend livestock, handle garbage, remove soot from the stack, clean bilges or clean up oil spills, clean tanks or such work as defined in Article III, Section 34, Additional Work, he shall be paid only the rate as specified in this Agreement for that type of work.

SECTION 8. RELIEVING HELMSMAN. No mate shall relieve the Helmsman except in an emergency. When the vessel is underway on automatic steering, the helmsman can be utilized to perform routine maintenance on the bridge, Monday through Friday, 8 a.m. to 5 p.m. Such work shall be restricted to the bridge, bridge wings and flying bridge. No work shall be performed on stagings or aloft. In the event the Mate relieves the helmsman in a non-emergency situation, or the helmsman is assigned to perform routine maintenance in areas other than the bridge, bridge wings and flying bridge, or is assigned to non-routine maintenance work, he shall be paid at the rate specified in Article II, Section 21 (b) Penalty Rates.

Except for periods while the vessel is maneuvering, the Quartermaster or Helmsman will be permitted to smoke provided the wheelhouse is a designated smoking area. The usual safety and sanitary practices are to be observed.

SECTION 9. SEA WATCHES IN PORT: When sea watches are in effect, all members of each respective watch shall be on duty and shall be paid the Overtime Rate Saturdays, Sundays and Holidays.

SECTION 10. GANGWAY WATCHES. (a) In all ports when watches are broken, a gangway watch shall be maintained at all times. A sailor shall be assigned to maintain this watch and eight (8) hours shall constitute a watch. On day of arrival, sea watches for men who are to stand gangway watches shall be broken at midnight when stay of vessel is to exceed twenty-four (24) hours. On day of departure, sea watches for men standing gangway watch shall be set at midnight prior to scheduled sailing time. The Overtime Rate shall be paid for watches stood from midnight to midnight on Saturdays, Sundays and Holidays. Sailors standing gangway watches shall be required to care for cargo lights, raise or lower gangway, ensign, tend gangway lights and ropes, handle lines, call the Deck Watches and Steward Department and turn off and on the deck lights and anchor lights. On vessels carrying the specific rating of Quartermaster, such work as is outlined above shall be performed by the Quartermaster where such rating is available for assignment.

(b) Gangway watches shall not be maintained while ship is underway during the shifting of the vessel.

(c) The following companies will be considered in compliance when they maintain their own shoreside gangway watches only in the ports listed below.

Waterman Steamship Corp.—New York, New Orleans, Baltimore and Mobile.

When a vessel is in port in accordance with the provisions of Article II, Section 34, but the ship's gangway is not in use because of local port conditions, a security watch shall be instituted in accordance with the provisions of Article II, Section 37.

(d) When the vessel is in the shipyard, or similar inactive status, the Company will not be required to maintain a gangway watch and may at its sole discretion utilize the services of a security guard.

SECTION 11. DAY WORKERS. (a) The following ratings shall be classified as day workers: Boatswain, Carpenter, Storekeeper, Deck Maintenance.

(b) The working hours at sea and in port for all men classified as day workers shall be from 8:00 a.m. to 12 Noon, and 1:00 p.m. to 5:00 p.m., Monday through Friday. Any work performed by day men outside of these hours shall be paid at their applicable rate, except for such work as defined in Article II, Section 18.

(c) When, in accordance with Article II, Section 44 (c), the meal hours are changed, the hours of work shall be changed accordingly.

(d) On vessels manned with at least a Bosun/WS, and five (5) Able Seaman, the Bosun may be designated as a dayworker and two (2) Able Seaman may be designated as AB Deck Maintenance. The Deck department manning scale shall at all times include three (3) AB Watchstanders.

SECTION 12. CARPENTER'S DUTIES. (a) Routine duties of the Carpenter shall include the following:

1. Painting, chipping and cleaning the windlass.
2. Sounding bilges, fresh water and ballast tanks daily.
3. Shoring-up cargo.
4. Maintenance work such as repairing locks, installing porthole gaskets, fixing and fastening steel lockers, and all blocks.
5. Such other work as is customary for Carpenter to perform.

(b) No overtime shall be paid to members of the Deck Department who are required to assist the Carpenter during their regular hours.

(c) Routine soundings shall be taken on Saturdays, Sundays and Holidays at sea. Except in an emergency, only members of the Unlicensed Deck Department shall take soundings in the absence of the Carpenter and Boatswain. After 5:00 p.m. and before 8:00 a.m. weekdays and on Saturdays, Sundays or Holidays, they shall be paid at their applicable rate.

(d) When no Carpenter is carried, the Boatswain shall perform the duties of the Carpenter.

(e) When no Carpenter is carried, driving wedges and chipping, painting or cleaning the windlass, repairing and maintenance of all blocks shall not be considered Carpenter work.

(f) When a Carpenter becomes ill or injured, a Deck Maintenance man may be assigned to perform carpenter work for which he shall be paid his overtime rate. If the Carpenter remains incapacitated for a period in excess of three (3) days, the Deck Maintenance man may then be promoted and shall receive the differential in pay only.

(g) On vessels carrying the rating of Carpenter Maintenance, he shall perform the routine Carpenter's duties specified above. At the discretion of the Chief Officer, he may be assigned to perform routine deck maintenance under the direction of the Boatswain.

SECTION 13. HANDLING MOORING LINES. All hands, when available and if required, can be used for breaking out or stowing away mooring lines. The men who perform this work shall be paid at their applicable rate between the hours of 5:00 p.m. and 8:00 a.m. weekdays, or on Saturdays, Sundays or Holidays.

SECTION 14. DOCKING AND UNDOCKING. All hands, when available, shall be used to perform this work.

SECTION 15. TOPPING OR LOWERING BOOMS. (a) When all hatches are to be rigged or unrigged, all hands available are to be used in topping or lowering booms. If the booms of only one (1) hatch are to be topped or lowered, not less than two (2) full watches are to be used.

(b) The watch on deck may stretch guys, handle topping lifts and generally make ready cargo gear for topping booms.

(c) When booms are lowered and properly secured, the watch on deck may clear and secure guys.

(d) The watch on deck shall perform this work without the payment of overtime during straight time hours.

(e) When members of the Deck Department are required to spot booms or cranes for longshoremen in connection with the loading or discharging of cargo, they shall be paid at the rates prescribed in Article II, Section 21 (b), Penalty Rates.

SECTION 16. UNSAFE WORKING CONDITIONS. Working in holds into which cargo is being loaded or discharged shall be considered unsafe working conditions. However, this will not prohibit the cleaning of between-deck spaces while cargo is being worked in the lower cargo holds. (Men working or watching cargo shall not be included in this clause.)

SECTION 17. CALL-BACKS IN PORT. (a) When a vessel is in port and watches are broken and men are called back for shifting ship, hauling, rigging cargo gear, securing gear, cleaning holds, etc., after 5:00 p.m. and before 8:00 a.m., Monday through Friday, they shall receive a two (2) hour minimum for such call-back.

In the event the work exceeds two (2) hours, the men shall receive overtime for the hours actually worked.

On Saturdays, Sundays and Holidays, the men shall receive a minimum of four (4) hours for such call-backs. They may be turned to one (1) or more times without the payment of additional overtime, except where the time exceeds four (4) hours, in which case they will be paid for the time actually worked.

During such call-back, the men may be required to secure the vessel for sea but may not be required to do maintenance or repair work.

(b) This section shall not apply when men are called back to sail the vessel.

(c) The duty of men called for the specific purpose of shifting ship shall be limited to work necessary for shifting, and shall not include maintenance or repair work.

(d) All hands available shall be used for shifting or hauling vessels.

(e) When a shift or haul commences at exactly 5:00 p.m. and the meal hour has been changed to 4:00 p.m. from 5:00 p.m. for the entire crew, the crew members who are on the vessel and are working would not be entitled to the call-back. Those men who have completed their day's work prior to 5:00 p.m. and were called back would be entitled to the two (2) hour call-back.

SECTION 18. GOING ASHORE TO TAKE LINES. The practice of putting sailors ashore to handle lines when docking or undocking is to be avoided as far as possible. If, however, no other means for handling lines is available, and sailors are required to catch the lines, or let them go, the sailors actually handling lines shall receive five dollars (\$5.00) each in each case. This is to be in addition to overtime, if they are working on overtime at that particular moment.

After the ship is properly moored, and members of the Deck Department are required to put out additional lines or single up lines during regular working hours, no additional money shall be paid.

SECTION 19. SECURING CARGO. (a) If cargo is not properly secured before going to sea and the crew members are required to secure such cargo, they shall be paid at the rates prescribed in Article II, Section 21 (b), Penalty Rates.

(b) Routine tightening up of cargo lashing and relashing of cargo which has come adrift shall not constitute overtime.

SECTION 20. HANDLING HATCHES. (a) When the sailors are used to remove hatches, strong backs and tank tops for the purpose of loading or unloading cargo, or to cover up hatches when cargo is in the vessel, they shall receive overtime as per Article II, Section 32 of this Agreement.

(b) No overtime shall be paid to day men or the watch on deck between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday for covering up when no cargo is in the ship or taking off hatches for any purpose other than actual cargo operations.

Ventilation of cargo holds, containers and lighters during such hours is the routine duty of the Unlicensed Deck Department.

(c) No member of the Unlicensed Personnel shall be required to perform this work where it conflicts with the longshoremen and the longshoremen have contracts covering such work.

(d) On vessels equipped with electro-mechanical hatch covers, sailors operating equipment for the purpose of loading or unloading cargo or covering the hatch when cargo is in the hold shall be paid at the rates prescribed in Article II, Section 21 (b), Penalty Rates.

SECTION 21. LAYING DUNNAGE FOR CARGO. When the crew is required to actually lay dunnage in preparation for cargo, they shall be paid rates prescribed in Article II, Section 21 (b), Penalty Rates.

This does not mean handling of dunnage in order to clean holds, but only refers to actual flooring off with dunnage for cargo. When the crew is required to install grain fittings or otherwise prepare holds for grain cargo, they shall be paid at the rate specified above.

SECTION 22. CLEANING CARGO HOLDS. (a) Members of the Unlicensed Deck Department may be required to clean and sweep cargo holds, in preparation for receiving cargo.

(b) When this work is performed in holds that previously contained penalty cargo anytime, Monday through Friday on watch, all ratings will be paid at their respective Penalty Rate. On Saturdays, Sundays and Holidays and off-watch Monday through Friday, they shall be paid at their respective Overtime Rate. The rate for removing lashing gear from cargo holds shall be as shown in Article II, Section 21(a).

(c) The rate for cleaning cargo holds, which have carried penalty cargo, shall be that shown in Article II, Section 30.

(d) This section does not apply to cleaning done in preparation for or at the completion of maintenance work, i.e. scaling, chipping, etc., nor to the opening or closing of manhole covers

SECTION 23. HANDLING MAIL OR BAGGAGE. When sailors are required to handle mail or baggage, they shall be paid the rates specified in Article II, Section 32. This section does not apply when carrying the Pilot's bag.

SECTION 24. VESSEL'S STORES. (a) Unlicensed Deck Department Personnel may be required to handle stores, radio batteries and radio equipment, either on the dock or aboard the ship during their regular hours without payment of overtime. Regular hours shall be from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m., Monday through Friday.

(b) The officer in charge shall determine the number of sailors required for handling ship's stores.

(c) The Company reserves the right at any time to use shoregangs to handle ship's stores.

SECTION 25. USING PAINT SPRAY GUNS, HYDRO-BLASTING AND SAND-BLASTING EQUIPMENT. When members of the crew are required to paint with spray guns or perform hydro-blasting or sand-blasting, they shall be paid at the rates prescribed in Article II, Section 21 (b), Penalty Rates. Hydro-blasting for the purposes of this Agreement shall mean equipment that generates over

4000 psig at the nozzle. When hydro-blasting, only the individual working the nozzle shall be entitled to the Penalty Rate. Appropriate clothing and personal protective equipment (PPE) shall be provided when hydro blasting or water washing.

When spray guns or sand-blasters, other than small hand type, are being used for painting, two (2) men shall operate same and both men shall receive overtime at the applicable rate.

During any thirty (30) day period in which the spray painting or sand-blasting equipment is used eight (8) hours or more, the crew members involved shall receive a clothing allowance of three (3) hours overtime, at their respective Overtime Rate, as prescribed in Article II, Section 21 (a), unless the Company provides protective clothing.

When Unlicensed Personnel are required to use Ospho they shall be compensated at their respective penalty rate as prescribed.

Two (2) men shall be used on sand-blasting operations and shall be paid in the same manner as when spray guns are used. When self-contained sand-blasting and spray painting booths are utilized, no penalty shall be applicable.

SECTION 26. SANITARY WORK. Sanitary work shall be done on weekdays between 6:00 a.m. and 8:00 a.m. without the payment of overtime. Sanitary work in this section shall mean cleaning the wheelhouse, chartroom, cleaning windows and mopping out wheelhouse. Weather conditions may necessitate additional mopping of water from the wheelhouse and cleaning of the wheelhouse windows.

SECTION 27. CLEANING QUARTERS. One (1) Ordinary Seaman on duty shall be assigned to clean quarters and toilets of the Unlicensed Personnel of the Deck Department. Two (2) hours shall be allowed for this work between the hours of 8:00 a.m. and 12:00 noon daily, both at sea and in port, as designated by the officer-in-charge. On vessels of 25,500 D.W.T. or over, the Ordinary Seaman shall be allowed four (4) hours daily for performing this work. On C-4's and mariner class vessels, Ordinary Seamen shall be allowed three (3) hours for this work.

When the vessel carries a watchstanding Bosun on the 8 to 12 watch, and no Ordinary Seaman is available for such sanitary work, it may be performed by the Ordinary Seaman on the 12 to 4 watch.

On vessels not carrying Ordinary Seamen or a crew member assigned daily to cleaning of unlicensed deck quarters, the Bosun and Able Seamen shall be compensated one (1) hour overtime weekly at the applicable rate prescribed in Article II, Section 21 (a) to perform the sanitary work in their specific quarters.

SECTION 28. TENDING LIVESTOCK. When livestock is carried, the sailors may be required to tend and feed the livestock and clean up stalls or cages. For such work they shall be paid at the rates prescribed in Article II, Section 21 (b), Penalty Rates.

SECTION 29. GARBAGE. Garbage shall be stowed away from crew's quarters. When members of the Deck Department are required to handle such stowed garbage by hand or shovel, they shall be paid at the rates prescribed in Article II, Section 21 (b), Penalty Rates.

SECTION 30. REMOVING SOOT FROM SMOKE STACK. When members of the Deck Department are required to remove accumulated soot from inside of the smoke stack, they shall be paid at the rates prescribed in Article II, Section 21 (b), Penalty Rates.

SECTION 31. CLEANING BILGES & OIL SPILLS. (a) When any member of the Unlicensed Personnel in the Deck Department is required to enter any bilge which has been flooded with fuel oil, for the purpose of cleaning, they shall be paid at the rates prescribed for Tank Cleaning, Article III, Section 32 (b).

(b) When men are required to clean up oil spills on deck or oil spills on houses, masts or over the side, as a result of refueling or overflow from tanks, they shall be paid at the rates prescribed in Article II, Section 21 (b), Penalty Rates.

(c) There shall be only one (1) payment for cleaning up after each spill.

SECTION 32. TANK CLEANING. (a) When Unlicensed Personnel are required to enter any tank in which water is regularly carried, for the purpose of cleaning or making repairs therein, they shall be paid at the rates defined in Article II, Section 21 (b), Penalty Rates.

(b) When Unlicensed Personnel are required to enter tanks that have contained animal, vegetable, petroleum oil or creosotes, including bunkers or molasses or after the use of butterworth system, for the purpose of cleaning or making repairs therein, they shall be paid at the rates indicated below.

On Watch Monday through Friday	Effect. 7/1/06	Effect. 7/1/07	Effect. 7/1/08	Effect. 7/1/09	Effect. 7/1/10
Group I	14.44	14.88	15.32	15.94	16.57
Group II	11.02	11.35	11.69	12.15	12.64
Group III	8.63	8.89	9.15	9.52	9.90

**Off Watch
Monday through Friday**

Group I	18.07	18.62	19.18	19.94	20.74
Group II	13.65	14.06	14.48	15.06	15.66
Group III	12.50	12.87	13.26	13.79	14.34

**Any Time
Saturdays, Sundays
and Holidays**

Group I	25.59	26.36	27.15	28.24	29.37
Group II	17.52	18.05	18.59	19.33	20.11
Group III	14.07	14.49	14.92	15.52	16.14

In the event that the Overtime Rate, where applicable, is higher than that specified above, the higher rate shall be paid.

This shall also apply to cofferdams which have been fouled through leakage of the above mentioned cargoes or pumprooms that have been flooded with such cargoes.

(c) When tanks described in (b) above are being cleaned and cleaning has been completed, a bonus of three (3) hours overtime at the specific Overtime Rate in effect, applicable to the various ratings as defined in Article II, Section 21 (a), Overtime Rates, shall be paid.

This bonus will compensate for the clothing allowance and shall be paid only once during each ballast voyage. It is understood that sea boots for tank cleaning will be furnished by the Company. While engaged in tank cleaning, men shall receive no other overtime.

The men who are hauling the buckets during tank cleaning operations under this Section shall be paid at the rates defined in Article II, Section 21 (b), Penalty Rates.

(d) For any work performed in cofferdam or void tank which has not contained water, oil, creosotes, etc., the men required to perform such work shall be paid at the rates defined in Article II, Section 21 (b), Penalty Rates.

The same shall apply to members required to handle or shift butterworth machines during the butterworth operations or wash tanks from the decks.

(e) A minimum of three (3) men shall be required for the purpose of shifting butterworth machines. When butterworth machines are in operation, one (1) man shall be required to stand by the machines. The man who is standing by the machines shall do no other work. However, the other men may be required to perform other work between 8:00 a.m. and 5:00 p.m., Monday through Friday.

SECTION 33. STEERING ENGINE ROOM AND BOW THRUSTER ROOM. When the sailors are required to clean the steering engine or steering engine bed, they shall be paid at the rates indicated in Article II, Section 21 (b), Penalty Rates. However, sailors may be required to clean and paint

the steering engine room, the bow thruster motor rooms and grease tiller chains while on watch during straight time hours without the payment of overtime.

SECTION 34. ADDITIONAL WORK. (a) In all ports, members of the Deck Department may be required to chip, sougee, scale, prime and paint the vessel over the sides. They may also be required to chip, sougee, scale, prime and brush paint all quarters, passageways adjacent to all quarters, dining areas, lounges, laundries, galleys, pantries and ship's offices between 8:00 a.m. and 5:00 p.m., Monday through Friday, at sea or in port, without extra compensation.

(b) Non-permanent transient or irregular foreign shore labor shall not be employed to perform any of the work in the licensed or unlicensed quarters, store rooms, passageways, galleys and messrooms, except in those instances where the Company uses established shore labor. Companies on regular trade routes who, prior to June 7, 1954, used established shore labor in foreign ports may continue such practice.

(c) At sea or in port, the Deck Department may be required to sand and varnish all outside rails, storm and screen doors, and perform Carpenters duties without additional Compensation.

(d) Members of the Deck Department may be required to assist in the Engine Room by setting up rigging, chain falls, etc. when necessary for performing maintenance and repairs. No extra compensation shall be payable when performed during routine work hours.

SECTION 35. CHAIN LOCKER. Not less than two (2) Able Seamen shall be sent into the chain locker to stow chain.

SECTION 36. PYRAMIDING OF OVERTIME. There shall be no duplication or pyramiding of overtime except where specifically provided for.

ARTICLE IV

ENGINE DEPARTMENT

SECTION 1. WAGES. The monthly rate of pay for the Unlicensed Personnel in the Engine Department, when the respective ratings are carried, shall be as follows:

Engine Department	Effect. 7/1/06	Effect. 7/1/07	Effect. 7/1/08	Effect. 7/1/09	Effect. 7/1/10
Q.M.E.D./Electrician	4153.22	4277.81	4406.15	4582.39	4765.69
Chief Electrician	4153.22	4277.81	4406.15	4582.39	4765.69
Crane Mtce./Electrician	4039.18	4160.35	4285.17	4456.57	4634.84
Electrcen. Reefer Mtce.	4039.18	4160.35	4285.17	4456.57	4634.84
Second Electrician	3775.89	3889.16	4005.84	4166.07	4332.71
Engine Maintenance	3775.89	3889.16	4005.84	4166.07	4332.71
Eng. Util. Reefer Mtce.	3775.89	3889.16	4005.84	4166.07	4332.71
Refrigeration Engineer (when one is carried)	3775.89	3889.16	4005.84	4166.07	4332.71
Refrigeration Engineer (when three is carried)					
Chief	3872.97	3989.16	4108.83	4273.19	4444.12
First Assitant	3441.61	3544.86	3651.21	3797.26	3949.15
Second Assitant	3210.59	3306.91	3406.12	3542.36	3684.06
Q.M.E.D.					
Class 1	3881.96	3998.42	4118.37	4283.10	4454.43
Class 2	3564.96	3671.91	3782.07	3933.35	4090.68
Class 3	3247.98	3345.42	3445.78	3583.61	3726.95
Class 4	2930.98	3018.91	3109.48	3233.86	3363.21
Plumber Machinist	3462.26	3566.13	3673.11	3820.03	3972.83
Unlicensed Jr. Engr. (Day)	3303.61	3402.71	3504.80	3644.99	3790.79
Unlicensed Jr. Engr. (Watch)	2974.60	3063.83	3155.75	3281.98	3413.26
Deck Engineer	3203.65	3299.76	3398.75	3534.70	3676.09
Engine Utility	3017.31	3107.83	3201.07	3329.11	3462.27
Evaporator/Mtce.	2767.54	2850.56	2936.08	3053.52	3175.66
Oiler	2614.02	2692.44	2773.21	2884.14	2999.50
Oiler (diesel)	2813.04	2897.43	2984.35	3103.73	3227.87
Watertender	2614.02	2692.44	2773.21	2884.14	2999.50
Fireman/Watertender	2614.02	2692.44	2773.21	2884.14	2999.50
Fireman	2614.02	2692.44	2773.21	2884.14	2999.50
Wiper	2428.17	2501.02	2576.05	2679.09	2786.25
Ship's Welder Mtce.	3242.81	3340.10	3440.30	3577.91	3721.03
Oiler/Mtce. Utility	3017.31	3107.83	3201.07	3329.11	3462.27
Gen. Utility/Deck Eng.	2428.17	2501.02	2576.05	2679.09	2786.25
General Vessel Assistant	2428.17	2501.02	2576.05	2679.09	2786.25

Effective January 1, 1985, all QMEDs shall be reclassified subject to verification of having satisfactorily completed the following specified Seafarers Harry Lundeberg School of Seamanship specialty courses.

- QMED Class 1—QMED with six or more SHLSS specialty courses.
- QMED Class 2—QMED with four or five SHLSS specialty courses.

QMED Class 3—QMED with two or three SHLSS specialty courses.
QMED Class 4

SHLSS SPECIALTY COURSES

- | | |
|--|--|
| 1. Automation | 6. Pumproom Maintenance and Operation |
| 2. Marine Electrical Maintenance | 7. Diesel Engine Technology |
| 3. Marine Electronics | 8. Hydraulics |
| 4. Welding | 9. Hagglund Crane Maintenance |
| 5. Refrigeration Systems Maintenance & Operation | 10. Refrigerated Container Advancement Maintenance |

On all vessels carrying a Q.M.E.D./Electrician, he shall be paid in accordance with his Q.M.E.D. classification or at Chief Electrician rates, whichever is higher.

Effective June 16, 1990, a QMED can only be registered in his current classification for a period of one (1) calendar year from the date he received said classification, at which time he must make application for and satisfactorily complete the courses designated by the Seafarers Harry Lundeberg School of Seamanship to attain the next highest classification.

SECTION 2. EQUALIZATION OF OVERTIME. Overtime work shall be assigned as equally as possible among crew members of the same rating. However, specialized work requiring special skill shall not be included in this provision. This rule shall not apply to those men who do not make themselves available to work overtime.

SECTION 3. HOURS OF WORK. Working hours in port or at sea for all men classified as day workers shall be from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m., Monday through Friday. Any work outside these hours or on Saturdays, Sundays or Holidays is to be paid for at the applicable rate, except as provided in Article II, Section 18. When in accordance with Article II, Section 44 (c), the meal hours are changed, the hours of work shall be changed accordingly.

SECTION 4. WORK ON SATURDAYS, SUNDAYS AND HOLIDAYS AT SEA.

(a) Except as otherwise specifically provided, if a man standing regular watch at sea on Saturdays, Sundays and Holidays, is required to do work other than routine work for the safe navigation of the vessel, they shall be paid at the rates prescribed in Article II, Section 21 (b), Penalty Rates.

(b) If a man standing watch on Saturdays, Sundays or Holidays is required to actually do longshore work, tank cleaning, or handle explosives during his watch, he shall be paid at the applicable rate only as specified in this Agreement for that type of work in lieu of the Overtime Rate.

SECTION 5. WORK OUT OF ENGINE SPACES. No Unlicensed member of the Engine Department other than the Deck Engineer, Engine Utility, Storekeeper, Unlicensed Junior Engineer, Electrician, Wiper, Plumber, Engine Maintenance, Engine Utility Reefer Maintenance, Machinist, Ship's Welder-Maintenance, Crane Maintenance Electrician, Q.M.E.D., OMU and General Utility Deck/Engine shall be required to work outside the engine spaces without the payment of overtime. Engine spaces shall consist of fireroom, engine room, ice machine room and shaft alley. For the purpose of routine watch duties, the engine spaces shall consist of fireroom, engine room, ice machine room, steering engine room, and shaft alley.

SECTION 6. SETTING WATCHES. Sea watches for men standing donkey watches shall be set at midnight prior to scheduled sailing time.

SECTION 7. BREAKING WATCHES. When a vessel is in port as defined in Article II, Section 34, and is scheduled to remain in port twenty-four (24) hours or longer, sea watches shall be broken. When scheduled stay of vessel is less than twenty-four (24) hours, sea watches shall be maintained.

When the vessel arrives in port and is to depart prior to midnight of the following day, sea watches for those men who are to maintain donkey watches shall not be broken.

When the vessel arrives in port and is scheduled to depart after midnight on the following day, sea watches for those men who are to stand donkey watches shall be broken at midnight on day of arrival.

On day of arrival, any part of a sea watch from midnight until 8:00 a.m. shall constitute a complete watch. This shall not apply to men who are to stand donkey watch. When such arrival occurs on a Saturday, Sunday or Holiday, the Overtime Rate shall only be paid for hours actually worked on such watch.

SECTION 8. SUPPER RELIEF. (a) At sea or in port, the 4 to 8 watch shall relieve itself for supper. When any member or members of the Engine Department off duty are required to relieve the 4 to 8 watch during maneuvering, overtime shall be paid. However, on vessels having only one (1) unlicensed watchstander on watch, he shall be relieved by a qualified unlicensed rating from the watch below.

(b) In port, the man detailed to oil winches shall relieve the fireroom watch for supper when cargo is being worked, except when two (2) or more men are standing fireroom and/or engine room donkey watches together.

SECTION 9. ELECTRICIANS. (1) The hours of the Electrician while on day work shall be from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m., Monday through Friday. When the Electrician is requested to make a routine daily inspection on Saturdays, Sundays and Holidays, he shall be paid at his Overtime Rate.

(2) The Chief Electrician shall be responsible to and take orders from the Chief Engineer, or in the absence of the Chief Engineer, he shall take orders from the Senior Engineer or the Engineer on watch; all other Electricians to be directly responsible to the Chief Electrician. In the absence of the Chief Electrician, the other Electricians take orders from the Engineer. In the case of Watch Electricians, Electricians are responsible to the Senior Watch Engineer on board.

(3) Electricians shall do all electrical work. They shall also oil and grease the mechanical parts of the elevators, cargo winches or electrical conveyors without the payment of overtime. (This shall not apply to Si-porters or similar equipment.) When necessary to reach electrical equipment, the Electricians may also be required to perform maintenance work at the steam or diesel end of machinery.

Overtime shall be paid for all electrical or mechanical work performed on any of the following equipment: gyro compass, gyro repeaters, gyro batteries, and gyro M.G. sets, radio communication receivers, transmitter, radio communication batteries, motor generator sets, radio direction finder equipment, fathometer equipment, radar equipment and Loran system equipment.

(4) Electrician's refusal to do electrical work, when such work renders Electricians liable to electrocution, or where hazardous conditions exist, shall not be deemed refusal of duty.

(5) When cargo is being worked with vessel's electric cargo-handling machinery after 5:00 p.m. and before 8:00 a.m. weekdays or on Saturdays, Sundays and Holidays, the Electrician shall do all work necessary to keep electric cargo handling machinery in operation.

Overtime shall be paid straight through for such periods including time of standing by, preparation of gear to work cargo and securing of such gear thereafter. However, overtime shall cease if cargo work ceases for periods in excess of two (2) hours. If no cargo is being worked during the noon meal hour, and he is given his full meal hour, no overtime shall be paid for that hour.

(6) Electricians shall not be required to do any painting or cleaning of electrical machinery spaces and the outside of electrical equipment, such as motors, generators, panel-boxes; fans, vent filters, electrical fixtures and glassware. This does not mean that the Electricians will not be required to clean up any oil or grease spilled in connection with their regular duties.

(7) Electricians shall be required to maintain the inside of motors, generators, panel boxes, fans and the face of switch panels. They shall also maintain cargo and cluster lights and do all sweeping and cleaning in resistor houses and fan rooms.

(8) When Electricians are required to install any heavy equipment, whether new or additional, they shall be paid for such work at the applicable rate. This shall not apply, however, to removals or replacement or repairs to worn out equipment, nor to installations of new or light equipment such as wiring and small electrical fixtures and equipment.

(9) On vessels carrying Electricians, a properly equipped workshop, when available and convenient, will be assigned the Electricians for use as a storeroom for supplies and tools and for overhauling electrical equipment.

Electricians shall keep this workshop clean, but shall not be required to paint or sougee.

(10) In port, when an Electrician on day work is called back to the ship on weekdays, after 5:00 p.m. and before 6:00 a.m. and on Saturdays, Sundays and Holidays, he shall receive a minimum of three (3) hours overtime at his applicable rate. If turned to after 6:00 a.m., he shall receive a minimum of two (2) hours overtime at his Overtime Rate. This clause shall not apply when he is recalled to stand by for the purpose of assisting in getting the vessel underway.

(11) At sea, and in port when Electricians on day work are called out to do any work after 5:00 p.m. and before 8:00 a.m., a minimum of two (2) hours overtime shall be paid.

(12) When the Electrician is requested in writing by the Company to furnish his own tools, he shall receive twenty dollars (\$20.00) per month in addition to his basic wage.

(13) The Chief Electrician shall keep Meiger readings of electrical equipment up to date during his regular working hours.

(14) Electricians shall not be required to rewind coils or armatures except in cases of emergency.

(15) The Electrician, when available, should be assigned to operate electrical controls on lifeboat winches when they are being used.

(16) Except in emergencies, all electrical work normally assigned to Electricians as their regular duties should be performed by the Electricians, when they are aboard.

(17) He will not be required to reline brakes on electric winches, anchor windlasses or capstan.

(18) The Chief Electrician shall keep an inventory of all supplies and equipment on hand, and he shall make requisitions for all needed electrical supplies and tools, subject to approval of the Chief Engineer. Taking voyage inventories, however, shall be confined to straight time hours.

(19) Where less than three (3) Electricians are carried, they shall be classified as day workers.

(20) When three (3) Electricians are carried, they shall be put on regular sea watch at sea of four (4) hours on and eight (8) hours off. In port, these Electricians shall be classified as day workers.

(21) Electricians shall make any needed repairs to maintain electric refrigerators, electric washing machines and electric clothes dryers.

(22) No overtime is payable under this section when the MG sets supply electricity for the entire vessel. Regardless of the location of the MG sets, the use shall determine whether or not overtime is payable. If the MG sets are used to supply electricity for the vessel, no overtime is payable. If the MG sets are not used for the entire vessel but used for reasons specified in Article IV, Section 9 (3), overtime shall apply as specified in this Agreement.

(23) On all vessels carrying containers (of any size), it shall be the routine duty of the Electrician between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday:

(a) to plug and unplug the reefer boxes.

(b) to perform all electrical repairs necessary on reefer boxes.

(24) **Crane Maintenance Electrician**

It shall be the duty of the Crane Maintenance Electrician to perform the work as defined above for Electricians. In addition, he shall perform the work as defined for Deck Engineer under Article IV, Section 15, and perform all work necessary for the maintenance and operation of the shipboard cranes.

(25) **Electrician/Reefer Maintenance**

It shall be the duty of the Electrician/Reefer Maintenance to perform the work as defined above for Electricians. In addition, he shall perform all work as defined in Article IV, Section 11, Refrigerating Engineers.

(26) The Crane Maintenance Electrician and the Electrician/Reefer Maintenance shall be required to have the necessary qualifications to sail as Electrician. They shall also be certified by the United States Coast Guard as Oiler and Fireman Watertender. They may, when necessary, be placed on watch to replace a missing watchstander, without the payment of overtime except as specifically provided in this Agreement.

(27) It shall be the responsibility of the Electrician or Crane Maintenance Electrician, when necessary, to move or spot the cranes for longshoremen.

(28) On vessels carrying the rating of QMED/Electrician, he shall perform such duties as prescribed above in addition to such duties as are defined in Article IV, Section 41 Q.M.E.D.

SECTION 10. UNLICENSED JUNIOR ENGINEERS. (a) On vessels carrying only three (3) Unlicensed Junior Engineers, they shall be classed as watchstanders, and while at sea, shall be put on regular sea watches of four (4) hours on and eight (8) hours off. In port, the Unlicensed Junior Engineers may be put on day work.

(b) **DUTIES AT SEA.** They shall assist in the operation of the plant and shall be required to do maintenance and repair work as directed by the Watch Engineer between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, without the payment of overtime. Such maintenance and repair work shall be confined to engine room, fireroom, machine shop, storeroom in or adjacent to engine room, shaft alley and ice machine room. They shall not be required to do general cleaning, painting, cleaning paint, polishing work, wirebrushing, chipping or scaling without the payment of overtime.

(c) **DUTIES IN PORT.** They shall be required to do maintenance and repair work between the hours of 8:00 a.m. and 12:00 noon, 1:00 p.m. and 5:00 p.m., Monday through Friday. Such maintenance